

*Petrovito*



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Trados GmbH--Second Request for Reconsideration

**File:** B-237919.3

**Date:** January 12, 1990

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### DIGEST

Request for reconsideration of dismissal of protest that awardee does not intend to perform contract in compliance with specifications is denied as protest involves matter of contract administration and therefore is not for consideration under General Accounting Office Bid Protest Regulations.

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### DECISION

Trados GmbH requests that we reconsider our December 5, 1989, dismissal of its protest of the award of a contract to Trinity Associates GmbH under request for proposals (RFP) No. DAJA37-89-R-0261, issued by the Department of the Army for a computer based English/German language translation software package. The basis of the protest was that Trinity would not provide a software package that satisfied the RFP requirements. We dismissed the protest as untimely and on the basis that the resolution of matters concerning contract administration is outside the scope of our bid protest process. On December 13, Trados requested reconsideration of our dismissal decision arguing that its protest was timely filed. On December 14, we dismissed the request for reconsideration because Trados did not contend that its protest did not concern contract administration.

Trados now argues in its second request for reconsideration that it is not protesting the administration of an existing contract but "the action of awarding a company that was offering something not in compliance with the RFP."

We deny the request for reconsideration.

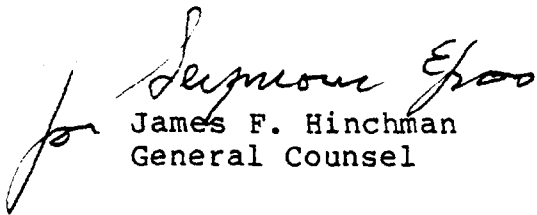
The RFP provided that a firm, fixed-price contract would be awarded to the responsible offeror who submitted the lowest priced acceptable proposal. The RFP did not contain technical criteria for the comparative evaluation of

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proposals or contemplate the submission of technical proposals. Thus, the competition was based on price.

Trinity offered to provide the required software in conformity with the material terms and conditions of the RFP. The acceptance of Trinity's offer obligated the firm to supply software in accordance with the RFP requirements. Whether the offeror in fact complies with this obligation is a matter of contract administration which we do not review. Bid Protest Regulations, 4 C.F.R. § 21.3(m)(1) (1989); Fryer Eng'g, B-233835, Mar. 17, 1989, 89-1 CPD ¶ 284.

To the extent that Trados is challenging Trinity's ability to properly perform under the contract, this concerns Trinity's responsibility. Our Office will not consider a protest of an agency's affirmative determination of responsibility absent a showing of fraud or bad faith on the part of procurement officials or an allegation that definitive responsibility criteria were not applied. 4 C.F.R. § 21.3(m)(5). The protester has not made such a showing.

  
James F. Hinchman  
General Counsel